

# Landlord- Tenant Act

What  
Should I  
Know  
About It?



## **THE NEW LANDLORD TENANT ACT.**

On January 1, 1987, a new residential landlord and tenant act became effective in Rhode Island. This act applies to rental agreements entered into or extended or renewed after the above date. This pamphlet will discuss this new act.

### **OBLIGATIONS OF THE LANDLORD.**

Under the new law, the obligations of the landlord, as well as the tenant, are broadly defined. First and foremost, the new law imposes upon the landlord and the tenant, an obligation of good faith. The landlord, in his dealings with the tenant, relative to the rental unit, must act in good faith.

In addition to this overall requirement of good faith, the landlord also must comply with all applicable building and house code requirements affecting health and safety, make all repairs and keep the premises in a fit and habitable condition, keep all common areas in a clean and safe condition, maintain in good and safe working order and condition all facilities and appliances such as heating and plumbing, provide appropriate waste receptacles and supply running water, heat and hot water unless the apartment units in the building contain separate heat and hot water installations.

### **OBLIGATIONS OF THE TENANT.**

An overall duty of good faith is also imposed upon the tenant by the new act.

Additionally, the tenant must comply with obligations imposed upon tenants by applicable building and housing codes affecting health and safety, keep his apartment as clean and safe as conditions permit, dispose of all waste from his apartment, keep all plumbing fixtures in his apartment as clean as their condition permits, must not deliberately or negligently destroy or damage any part of the premises or knowingly permit any person to do so and finally, must conduct himself and require that others on the premises with his consent conduct themselves in a manner that will not disturb his neighbors.

### **THE LANDLORD'S ACCESS TO THE APARTMENT.**

A landlord does have the right to access to the apartment. A landlord may enter the apartment to inspect, make repairs, decorations, alterations, or improvements, supply services or show the apartment

to prospective or actual purchasers, tenants, mortgagees, workers or contractors.

Except in the cases of emergency or unless it is impracticable to do so, the landlord must give the tenant at least two days notice and may enter only at reasonable times.

### **WHAT HAPPENS WHEN THE BUILDING IS SOLD.**

What happens to the tenant when the landlord sells the building? The new landlord takes the property subject to the rental agreement in place between the seller and the tenant.

### **THE SECURITY DEPOSIT.**

The security deposit is for the protection of the landlord in the event that the tenant damages the property. The security deposit may not exceed the amount of one month's rent. When the tenancy ends, the landlord must return the deposit to the tenant. The landlord may deduct from the deposit the amount of any accrued unpaid rent, he may also deduct the amount of any physical damage, other than ordinary wear and tear, caused by the tenant. The landlord must itemize the damage in a written notice which must be delivered to the tenant. The landlord must deliver the notice and the amount of the deposit due to the tenant within 20 days after the tenancy ends. The landlord is not obligated to pay the tenant interest on the security deposit.

### **RENT INCREASES.**

Under the new law, the landlord must give the tenant written notice of the rent increase at least 30 days prior to the effective date of the said rent increase.

### **DISCLOSURE OF APARTMENT MANAGERS REQUIRED.**

In many cases, the landlord does not live in the building and does not manage the building. Many landlords own several rental properties, and they contract with third parties to manage their rental units. Under the new law, the landlord must disclose to the tenant, at or before the commencement of the tenancy, the apartment manager and his address and telephone number.

## **EVICTON FOR NON-PAYMENT OF RENT.**

Under the new act, if any part of the rent is due and in arrears for a period of 15 days, the landlord must send written notice to the tenant making demand for the amount due and notifying him that unless he pays the amount due within 5 days from the date the notice was mailed, the rental agreement shall terminate and he shall commence an eviction action.

Eviction actions are given priority on the Court's calendar. They are heard on the ninth day after the complaint is filed. The tenant must be served with a summons and complaint at least 5 days before the hearing.

The Court process is the only valid eviction process; self-help is expressly prohibited.

In an eviction action, the tenant may counterclaim for any amount that might be due him as a result of the landlord's failure to comply with the rental agreement or the obligation imposed upon him by this act.

In certain cases, the landlord and the tenant may be able to recover attorney's fees.

**The pamphlet was prepared as a public service by the Rhode Island Bar Association Committee on Public Relations. It contains general information and it is not intended to provide legal advice; the facts involved in a specific case determine the application of the law. If you have specific questions about any matter contained in this pamphlet, you are encouraged to consult an attorney. If you do not have an attorney or know one whom you can call, you may contact the Lawyer Referral Service of the Rhode Island Bar Association at 421-7799.**